

EXHIBIT A

State Court Pleadings

IN THE CIRCUIT COURT OF PUTNAM COUNTY, WEST VIRGINIA

TROY D. AUVIL,

Plaintiff,

v.

Civil Action No.

LIBERTY LIFE ASSURANCE COMPANY
OF BOSTON

Defendant.

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

LIBERTY LIFE ASSURANCE
COMPANY OF BOSTON
Corporation Service Company
209 W. Washington Street
Charleston, WV 25302

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon John J. Polak, plaintiff's attorney, whose address is P.O. Box 549, Charleston, West Virginia, 25322-0549, an answer, including any related counterclaim you may have, to the Complaint filed against you in the above-styled civil action, a true and exact copy of which is herewith delivered to you. You are required to serve your answer within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint and you will be thereafter barred for asserting in another action any claim you may have which must be asserted by counterclaim in the above-styled civil action.

Dated: July 19, 2017

Ronnie W. Matthews
Clerk of the Court

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Deputy Clerk

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COURT OF WEST VIRGINIA

IN THE CIRCUIT COURT OF PUTNAM COUNTY, WEST VIRGINIA

TROY D. AUVIL,

Plaintiff,

v.

Civil Action No. 17-C-159

LIBERTY LIFE ASSURANCE COMPANY
OF BOSTON

Defendant.

RONNIE W. MATTHEWS
FILE
PUTNAM CO. CIRCUIT COURT
2017 JUL 19 AM 11:51

COMPLAINT

1. This Court has jurisdiction of this civil action under the provisions of 29 U.S.C. § 1332(e)(1). Plaintiff's claims are brought pursuant to the provisions of 29 U.S.C. § 1132(a)(1)(b).
2. Plaintiff was employed by Sheetz, Inc. in Putnam County, West Virginia ("Sheetz"). Sheetz offered an employee welfare benefit plan as defined in 29 U.S.C. § 1002(1)(A), providing, among other benefits, short and long term disability benefits to eligible employees. Defendant Liberty Life Assurance Company of Boston administered the short term disability benefits provided by the Sheetz Plan.
3. Plaintiff is an individual and a resident of Scott Depot, Putnam County, West Virginia. Plaintiff is an eligible beneficiary under the Sheetz Plan. The breach of the terms of the Sheetz Plan asserted herein occurred in Putnam County, West Virginia.
4. Plaintiff applied for short term disability benefits under the terms of the Sheetz Plan and submitted sufficient evidence in support of his disability in accordance with the terms of the plan.
5. Defendant arbitrarily and capriciously denied plaintiff's entitlement to disability benefits.
6. Plaintiff exercised his right to an administrative appeal of defendants' decision to deny him benefits under the Sheetz Plan.

7. Defendant failed to timely make a decision on plaintiff's administrative appeal. Pursuant to 29 C.F.R. § 2560.503-1(*I*), plaintiff is deemed to have exhausted the administrative remedies available under the Sheetz Plan.

8. As a result of defendant's decision to deny benefits under the Sheetz Short Term Disability Plan, plaintiff was unable to apply for benefits under the Sheetz Long Term Disability Plan.


9. The actions of the defendant set forth above were an abuse of discretion, were arbitrary and capricious, were taken for reasons other than the defendant's obligations to act in the best interests of the participants of the Sheetz Plan and were clearly wrong under the terms of the Sheetz Plan.

10. Plaintiff is entitled to receive short term disability benefits under the terms of the Sheetz Plan and is entitled to apply for long term disability benefits under the Sheetz Plan.

WHEREFORE, plaintiff demands the following relief:

- A) Recovery of all benefits due to him under the terms of the Sheetz Short Term Disability Plan pursuant to 29 U.S.C. § 1132(a)(1)(b);
- B) Prejudgment interest as provided by law;
- C) An Order requiring the defendant to permit the plaintiff to apply for long term disability benefits under the Sheetz Long Term Disability Plan;
- D) His attorney fees and the costs of this action pursuant to 29 U.S.C. § 1132(g)(1); and
- E) Such other and further relief as the Court deems appropriate.

TROY D. AUVIL,
By Counsel



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